CONTRACT SUPPLEMENT

SP-37 Rev. 01/02

Purchasing Contact:

Kathleen Anderson, PSO II

Telephone Number: **(860) 622-2328** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number

SBE 012-A-27-7034-C

**Contract Award Date** 

March 05, 2002

SUPPLEMENT DATE

July 15, 2003

#### **CONTRACT AWARD SUPPLEMENT # 2**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

7000 560 Radio Service (on-call & carry-in)

FOR:

All Using State Agencies, Municipalities and Political Sub-Divisions TERM OF CONTRACT:

March 05, 2002 – March 01, 2004 with an option to extend one additional year

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement #1 Changes / Updates the following:

Utility Communications (one of the awarded vendors) serves Using State
 Agencies only. They do not extend the contracted pricing to Municipalities or
 Political Subdivisions

**APPROVED** 

Supplement # 2
Date Issued: July 15, 2003

Holly Miller-Sullivan

Director of Contract & Purchasing Division

(Original Signature on Document in Procurement Files)

CONTRACT AWARD

SP-38 Rev. 01/02

*Purchasing Contact:* Kathleen M. Anderson

Date Issued: June 23, 2003

Telephone Number: (860) 622-2328

### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY **CONTRACTS & PURCHASING DIVISION** 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274

Contract Award #

SBE-012-A-27-7034-C **Contract Award Date** 

March 05, 2002

**Expiration Date** March 01, 2004

#### CONTRACT AWARD

Supplement #1 dated 6/23/03

**IMPORTANT:** This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> produce or ship without an Agency Purchase Order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 7000 560 Radio Service (on-call & carry-in)				
FOR:		TERM OF CONTRACT:		
All Using State Agencies		March 05, 2002 - March 01, 2004		
and Political Sub-Divisions		with an option to extend one additional year		
		DELIVERY DATE REQ'D:		
		Earliest Guaranteed Delivery Date		
		AGENCY REQUISITION NUMBER: None		
IN STATE (NON-SB)	DAS CERTIFIED SMALL	OUT OF STATE	TOTAL CONTRACT	
CONTRACT VALUE	Business Contract Value	CONTRACT VALUE	Award Value	
	\$140, 000.00		\$140,000.00	

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

**NOTE**: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### Supplement #1 added to change vendor FEIN number:

Company Name:	Communications Services	FEIN #05 0553531

**APPROVED** 

Holly Miller-Sullivan Director of Contract & Purchasing Division

(Original Signature on Document in Procurement Files)

CONTRACT AWARD

SP-38 Rev. 01/02

Purchasing Contact:

Theresa Anderson, PSO II

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award #

SBE-012-A-27-7034-C

Contract Award Date March 05, 2002

Expiration Date March 01, 2004

Telephone Number: (860) 622-2542

#### **CONTRACT AWARD**

**IMPORTANT:** This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> produce or ship without an Agency Purchase Order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 7000 560 Radio Service (on-call & carry-in)					
All Using State Agencies and Political Sub-Divisions		TERM OF CONTRACT:  March 05, 2002 - March 01, 2004  with an option to extend one additional year			
					DELIVERY DATE REQ'D:
		Earliest Guaranteed Delivery Date			
				AGENCY REQUISITION NUMBER: None	
IN STATE (NON-SB)	DAS CERTIFIED SMALL	OUT OF STATE	TOTAL CONTRACT		
CONTRACT VALUE	BUSINESS CONTRACT VALUE	CONTRACT VALUE	Award Value		
	\$140, 000.00		\$140,000.00		

**NOTICE TO CONTRACTORS:** This notice of award is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

**NOTE**: Dollar amounts listed next to each contractor are possible award amounts, however, they do <u>not</u> reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- <u>CASH DISCOUNTS:</u> Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ <u>PRICE BASIS:</u> Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

MULTIPLE VENDOR AWARD:					
Company Name: Communications Services	FEIN # 06-1196959				
Company Name: Connecticut Radio, Inc.	FEIN # 06-1266305				
Company Name: J & S Radio Sales, Inc.	FEIN # <b>06-1399799</b>				
Company Name: New England Communications Systems, Inc.	FEIN # <b>06-1439677</b>				
Company Name: Pioneer Communications, Inc.	FEIN # <b>06-0676808</b>				
Company Name: Tactical Communications, Inc.	FEIN # <b>06-1138068</b>				
Company Name: Utility Communications, Inc.	FEIN # <b>06-0863774</b>				

APPROVED\_

Date Issued: March 05, 2002

Holly Miller-Sullivan

Director of Contract & Purchasing Division

(Original Signature on Document in Procurement Files)

#### Contract Award SBE-012-A-27-7034-C

#### **CONTRACTOR INFORMATION**

Company Name: Communications Services

Address: 198 West Church Street, Seymour, CT 06483

 Tel. No.: (203) 888-9770
 Fax No.: (203) 888-7916
 Contract Value: \$20,000

 Contact Person: Michael Gardella
 SSN/FEIN No.: 06-1196959
 Service: see award schedule

Certification Type (SBE,MBE, WBE or None): **SBE**Terms: **Net 45 Days**Agrees to Supply Political Sub-Divisions: **No** 

Company E-mail Address: radiosvc@aol.com

**CONTRACTOR INFORMATION:** 

Company Name: Connecticut Radio, Inc.

Address: 1208 Cromwell Avenue, Rocky Hill, CT 06067

Tel. No.: (860) 563-4867 Fax No.: (860) 563-1179 Contract Value: \$20,000

Contact Person: William Charamut SSN/FEIN No.: 06-1266305 Service: see award schedule

Certification Type (SBE,MBE, WBE or None): **SBE**Terms: **Net 45 Days**Agrees to Supply Political Sub-Divisions: **Yes** 

Company E-mail Address: <a href="mailto:syracuse28@aol.com">syracuse28@aol.com</a>

Company Name: J & S Radio Sales, Inc.

Address: 1147 Main Street, Willimantic, CT 06226

 Tel. No.: (860) 456-2667
 Fax No.: (860) 456-4479
 Contract Value: \$20,000

 Contact Person: Anthony S. Marsalisi
 SSN/FEIN No.: 06-1399799
 Service: see award schedule

Certification Type (SBE, MBE, WBE or None): SBE Terms: Net 45 Days Agrees to Supply Political Sub-Divisions: Yes

Company E-mail Address: jsradio@snet.net

Company Name: New England Communications Systems, Inc.

Address: 15 Industrial Park Place, Middletown, CT 06457

Certification Type (SBE, MBE, WBE or None): SBE Terms: Net 45 Days Agrees to Supply Political Sub-Divisions: Yes

Company E-mail Address: myron@necommsys.com Company Website: www.necommsys.com

Company Name: Pioneer Communications, Inc.

Address: 30 Spencer Court, East Hartford, CT 06108

 Tel. No.: (860) 528-9756
 Fax No.: (860) 289-0849
 Contract Value: \$20,000

 Contact Person: Pat McLuskey
 SSN/FEIN No.: 06-0676808
 Service: see award schedule

Certification Type (SBE,MBE, WBE or None): **MBE**woman owned business

Terms: **Net 45 Days**Agrees to Supply Political Sub-Divisions: **Yes,**must provide hard copy of signed purchase order

Company E-mail Address: <a href="mailto:ctoffice@communicatewithus.com">ctoffice@communicatewithus.com</a>
Company Website: <a href="mailto:www.communicatewithus.com">www.communicatewithus.com</a>

Company Name: Tactical Communications, Inc.

Address: 29 Soundview Road, Guilford, CT 06437

 Tel. No.: (203) 453-2389 / 800-933-0313
 Fax No.: (203) 458-9247
 Contract Value: \$20,000

 Contact Person: David J. Moffat
 SSN/FEIN No.: 06-1138068
 Service: see award schedule

Certification Type (SBE,MBE, WBE or None): **SBE**Terms: **Net 45 Days**Agrees to Supply Political Sub-Divisions: **Yes**,

travel time will be billable on road service

Company E-mail Address: tactical.comm@snet.net

Company Name: Utility Communications, Inc.

Address: 920 Sherman Avenue, Hamden, CT 06514

 Tel. No.: (203) 287-1306 / 800-443-1306
 Fax No.: (203) 248-9167
 Contract Value: \$20,000

 Contact Person: Edward L. Abrams
 SSN/FEIN No.: 06-0863774
 Service: see award schedule

Certification Type (SBE,MBE, WBE or None): SBE

Terms: Net 45 Days

Agrees to Supply Political Sub-Divisions: Yes

Company E-mail Address: eda@utilitycommunications.com

Company Website: www.utility.communications.com

#### AWARD SCHEDULE

SP-16A Rev. 01/02

## STATE OF CONNECTICUT DOIT/CONTRACTS & PURCHASING DIVISION

**Award Number** 

SBE 012-A-27-7034-C

Purchasing Contact: **Theresa Anderson, PSO II** 

*Telephone Number:* **(860) 622-2542** 

E-Mail Address:

theresa.anderson@po.state.ct.us

# CONTRACT AWARD SCHEDULE

SBE 012-A-27-7034-C

CONTRACT AWARD DATE **March 05, 2002** 

TERMS OF CONTRACT

March 05, 2002 - March 01, 2004 with the option to extend for two years

TERMS CASH DISCOUNT

Net 45 Days see below

Payment terms are net 45 days.

Prices include all transportation charges FOB state agency.

**OF** 

Page

1

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VENDOR NAME:

**Multiple Vendors** (see list)

SSN OR FEIN #: -----

Department of Information Technology is issuing a contract award for All Using State Agencies and Political Sub-Divisions for repair, installation, and removal of radio equipment (on-site and carry-in)

ļ	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING	
1	COMMUNICATIONS SERVICES - (203) 888-9770		
	Labor Rates <sup>1</sup> :  Carry-In Service	\$50.00 per hour	
	On-Site – During normal work hours <sup>1</sup>	\$60.00 per hour	
	After hours, weekends, and holidays	\$75.00 per hour	
	Emergency service <sup>2</sup> <b>Yes</b> – Emergency Service # ( <b>203</b> ) <b>888-9770</b>	\$75.00 per hour	
	Parts: 10% markup from dealer cost (Dealer cost plus 10%)	10% markup (cost plus)	
	Areas: ALL Counties		
	<b>Service Radios</b> (brands): Aerotron-Repco, Bendix King, ComNet/Ericsson/GE, Kenwood, Midland, Motorola, Relm, Transcrypt, Vertex		
2	CONNECTICUT RADIO - (860) 563-4867		
	Labor Rates <sup>1</sup> :  Carry-In Service	\$70.00 per hour	
	On-Site – During normal work hours <sup>1</sup>	\$90.00 per hour	
	After hours, weekends, and holidays <b>None</b>		
	Emergency service <sup>2</sup> <b>None</b>		
	Parts: 17% discount from list prices (Motorola's price list minus 17%)	17% discount (price list)	
	Areas: All Counties	_	
	Service Radios (brands): Motorola		

# STATE OF CONNECTICUT DOIT/CONTRACTS & PURCHASING DIVISION

**Award Number** 

SBE 012-A-27-7034-C

DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
J & S RADIO SALES, INC (860) 456-2667	
<u>Labor Rates</u> ¹: Carry-In Service	\$55.00 per hour
On-Site – During normal work hours <sup>1</sup>	\$65.00 per hour
After hours, weekends, and holidays	\$75.00 per hour
Emergency service <sup>2</sup> None	
Parts: 10% discount from list prices (manufacturers' <b>price list</b> <i>minus</i> 10%)	10% discount (price list)
Areas: Hartford, New London, Tolland, Windham	T
Service Radios (brands): Kenwood, Midland, Motorola, Relm, Vertex	
New England Communications Systems, Inc (860) 632-2678	
Labor Rates <sup>1</sup> :  Carry-In Service	\$75.00 per hou
On-Site – During normal work hours <sup>1</sup>	\$95.00 per hou
After hours, weekends, and holidays	\$142.50 per hou
Emergency service <sup>2</sup> <b>Yes</b> - Emergency Service # <b>(860) 632-2678</b>	\$142.50 per hou
Parts: 10% Discount from list prices (Motorola's <b>price list</b> minus 10%)	10% discount
quantity purchase rate over \$2,000 - Motorola's list price <i>minus</i> 15%	(price list) 15% / \$2,000
<b>Areas:</b> Hartford, Middlesex, New Haven, New London, Tolland, Windham	(quantity discoun
Service Radios (brands): Motorola	
PIONEER COMMUNICATIONS, INC (860) 528-9756	(minimum ½ hou
Labor Rates (minimum ½ hour):  Carry-In Service	\$40.00 per hou
On-Site – During normal work hours <sup>1</sup>	\$48.00 per hou
After hours, weekends, and holidays	\$72.00 per hou
Emergency service <sup>2</sup> <b>Yes</b> - Emergency Service # <b>(860) 528-9756</b>	\$100.00 per hou
Parts: 10% discount from list prices (manufacturers' <b>price list</b> <i>minus</i> 10%)	10% discount (price list)
Areas: ALL Counties	(price iist)
Service Radios (brands): ALL brands	

## STATE OF CONNECTICUT DOIT/CONTRACTS & PURCHASING DIVISION

**Award Number** 

SBE 012-A-27-7034-C

•	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING	
6	TACTICAL COMMUNICATIONS, INC (203) 453-2389		
	Labor Rates <sup>1</sup> :	\$50.00 per hour	
	Carry-In Service	\$50.00 per flour	
	On-Site – During normal work hours <sup>1</sup>	\$65.00 per hour	
	After hours, weekends, and holidays	\$85.00 per hour	
	Emergency service <sup>2</sup> <b>Yes</b> – Emergency Service # <b>(800) 933-0313</b>	\$90.00 per hour	
	Parts: 10% discount from list prices (manufacturers' <b>price list</b> <i>minus</i> 10%)	10% discount (price list)	
	<b>Areas:</b> Fairfield, Hartford, Middlesex, New Haven, New London, Windham		
	Service Radios (brands): ALL brands		
7	UTILITY COMMUNICATIONS, INC (203) 287-1306		
	Labor Rates <sup>1</sup> :		
	Carry-In Service	\$50.00 per hour	
	On-Site – During normal work hours <sup>1</sup>	\$65.00 per hour	
	After hours, weekends, and holidays(minimum 4-hour call-out charge)	\$85.00 per hour	
	Emergency service <sup>2</sup> <b>Yes</b> - Emergency Service # <b>(203) 287-8927</b>	\$85.00 per hour	
	Parts: 0% discount from list prices (pay full list price)	0%	
	quantity purchase rate over \$500 - manufacturers' list price <i>minus</i> 10%	10% / over \$500 (quantity discount)	
	<b>Areas:</b> Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London	_	
	Service Radios (brands): ALL brands		
	Early Payment Discount	2% - 10 days	

#### NOTES:

- 1. Labor Rates: Normal work hours: M-F 8:00 AM 5:00 PM
- 2. Emergency Service: 24 hours/day, 7 days/week (with 3-hour response time on-site)
- 3. Travel time and/or mileage charges will not be allowed under this contract.
- 4. SBE/MBE Certification must be current. Vendors will have the 90-day renewal period to renew. Failure to renew certification will result in removal from contract award.
- 5. Vendors must comply with the Special Bid/Contract Terms & Conditions and the Standard Bid/Contract Terms and Conditions

All correspondence regarding this contract award must be in writing and submitted to:

theresa.anderson@po.state.ct.us

-or-

Theresa Anderson, PSO II, Contract Award # SBE 012-A-27-7034-C

 $DOIT\ -\ Contract\ \&\ Purchasing\ Division,\ 4^{th}\ Floor,\ 101\ East\ River\ Drive,\ East\ Hartford,\ CT\ 06108$ 

#### **CONTRACT AWARD # 012-A-27-7034-C**

#### RADIO SERVICE CONTRACT - repair, removal, and installation of radio equipment

	Fairfield	Hartford	Litchfield	Middlesex	New Haven	New London	Tolland	Windham
Communications Services	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex.	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex.	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex	Aerotron-Repco Bendix King ComNet Ericsson, GE Kenwood Midland Motorola Relm Transscrypt Vertex
Connecticut Radio	Motorola	Motorola	Motorola	Motorola	Motorola	Motorola.	Motorola.	Motorola.
J & S Radio Sales		Kenwood Midland Motorola Relm Vertex			·	Kenwood Midland Motorola Relm Vertex	Kenwood Midland Motorola Relm Vertex	Kenwood Midland Motorola Relm Vertex
New England Communications		Motorola		Motorola	Motorola	Motorola	Motorola	Motorola
Pioneer Communications	All Brands	All Brands	All Brands	All Brands	All Brands	All Brands	All Brands	All Brands
Tactical Communications	All Brands	All Brands	All Brands	All Brands	All Brands	All Brands		
Utility Communications	All Brands	All Brands	All Brands	All Brands	All Brands	All Brands		
	Fairfield	Hartford	Litchfield	Middlesex	New Haven	New London	Tolland	Windham

Vendors wishing to add or delete brands or counties to service must submit their requests in writing to the Contracts & Purchasing Division

#### **DOIT - CONTRACTS & PURCHASING DIVISION**

SBE 012-A-27-7034-C

#### SPECIAL BID/CONTRACT TERMS AND CONDITIONS

Page 1 of 2

#### 1. SCOPE

This is for *On-Call Service for repair, installation, and removal of radio equipment* for All Using State Agencies & Political Sub-Divisions. The State is seeking contractors to provide service coverage in two areas: geographically across the State, as well as across manufacturers' product lines. The contract period will run from the **Date of Award through March 01**, **2004** *with the option to extend for one additional year*.

#### 2. LAWS & TAXES

All parts hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and Connecticut Sales and Use Tax. Upon request, the ordering State Agency will provide a Federal Excise Tax Exemption Certificate.

#### 3. ON-SITE & CARRY-IN REPAIR

The State is seeking contractors to service and maintain radio equipment as necessary. The State reserves the right to transfer equipment across county lines and does not guarantee that any work will be available within a specific county.

Contractors must indicate the product lines they are authorized to service and the counties they are capable of providing on-site repair. Contractors must be authorized dealers for the product lines they are offering to service at the time of the bid opening and for the term of the contract. Contractors may be asked to provide proof from the manufacturer prior to award or during the term of the contract.

#### **4. INSURANCE REQUIREMENTS**

Upon Request, contractors will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

#### 5. PARTS & WARRANTY

Contractors will only use authorized replacement OEM parts, unless prior approval is obtained from the State Agency making the request.

Parts provided by the contractor will be warranted against defects in material and workmanship. Contractors are to indicate all manufacturers' warranties. The minimum warranty is one (1) year, from the date of purchase. All contractors are to stipulate if they offer any additional warranties.

#### **6. PRICING RATES & PRICING LISTS**

Contractors will provide <u>labor rates</u> for <u>in-shop repairs</u> and for <u>on-site service calls</u> during normal working hours and for after hours, weekends, and holidays. Contractors will also indicate if they will provide Emergency Service (three (3) hour response time, 24 hours per day, 7 days per week).

Travel Time/Mileage Charges **are not allowed** under this contract. Labor will be paid <u>only</u> for those hours that the technician is actually on-site.

Parts provided by the contractor will be invoiced on a *discount from list price basis*. Contractors will quote an overall **Discount Rate** that applies to the Manufacturers' current year's list price at the time of the bid. Percentage above list price will not be awarded. Upon request, the contractor will supply (at no charge to) State Agencies with a copy of a current price list (i.e. catalog, CD, website, disc, etc.).

Contractors wishing to quote on a *cost plus basis* from dealer costs must submit a letter from the manufacturer stating the contractor's cost, along with material that clearly documents the lack of a list price. Upon request, this information will be available to State Agencies.

#### 7. PAYMENT TERMS

Payment terms are Net 45 days. The State will make payment within 45 days after parts acceptance, and receipt of a properly submitted invoice. Contractors may offer discounts for early payments.

#### **DOIT - CONTRACTS & PURCHASING DIVISION**

SBE 012-A-27-7034-C

#### SPECIAL BID/CONTRACT TERMS AND CONDITIONS

Page 2 of 2

#### 8. DELIVERY & SHIPPING TERMS

Contractors will give their earliest guaranteed delivery time (A.R.O.) and be specific (i.e. 14 days A.R.O.). Shipping terms are F.O.B. State Agency.

#### 9. BASIS OF AWARD

An award will be issued to the lowest, responsible, qualified contractors, who are in compliance with the Bid/Contract Terms and Conditions. The State reserves the right to make awards in a manner deemed in the best interest of the State. The following factors will be considered in awarding the contract:

- Quality of the repair service & parts
- Location of the contractor's facility
- Pricing Rates

- Availability of service & parts
- Product Lines authorized to service
- Completed Bid Response Package

If deemed necessary, an inspection of the contractor's service facility by the Department of Information Technology may be required to make an award.

#### 10. PRICE INCREASES

Pricing Rates quoted under this contract shall remain firm for a period of one (1) year from effective date of contract award. Thereafter, the awarded contractor may file for a price increase at the end of each one (1) year period. Changes shall be consistent with and relative to price changes originating with the manufacturer as evidenced by notices or list pricing (parts), or based upon general industry changes (labor). Requests for such increase must be fully and properly documented and include the new pricing medium.

Contractors must submit a formal request for an increase to the Department of Information Technology, *Contracts & Purchasing Division*, no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. *No retroactive increase will be allowed.* The State reserves the right to reject any requests deemed excessive.

Contractors will honor contract pricing on purchase orders issued prior to the effective date of any increase in price.

#### 11. PRICE DECREASES

Price decreases will become effective immediately on the date specified in the manufacturer's notice of change. Contractors shall bill the State at the reduced price on all deliveries made on or after the date of the manufacturer's price reduction. Contractors also shall promptly provide the Department of Information Technology with a letter of notice about the change with a copy of the pricing medium.

#### 12. CANCELLATION

The State reserves the right to cancel any unfulfilled portion of the contract if the Department of Information Technology deems the parts, supplies, or accessories provided by the contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

#### 13. CONTRACTOR INFORMATION

In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the contractor's responsibility to notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the contractor's part.

#### 14. PURCHASE ORDERS/INVOICING

The ordering State Agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the State invoice form is not properly completed in accordance with the instructions contained on the purchase order.